Request for	or Proposal	DE-SOL	-0003490
-------------	-------------	--------	----------

$\frac{\text{PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS}}{\underline{\text{SECTION J}}}$ $\underline{\text{LIST OF ATTACHMENTS}}$

PART III

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

Document	Number of Pages
Attachment A – Advance Understanding	1
Attachment B – Work Authorization Directives	1
Attachment C – Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Agreement	7
Attachment D – Small Business Subcontracting Plan	1
Attachment E – Wage Determinations	1
Attachment F – List of Applicable Directives	5
Attachment G – Key Personnel	1
Attachment H – Reporting Requirements	2
Attachment I – Performance Guarantee Agreement	1
Attachment J – Performance Evaluation and Measurement Plan	1

SECTION J LIST OF ATTACHMENTS

ATTACHMENT A – ADVANCE UNDERSTANDING

In accordance with the Section H Clause entitled "Advance Understanding(s)," any advance understandings between DOE and the Contractor will be added as an attachment here.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT B - WORK AUTHORIZATION DIRECTIVES

The Contracting Officer will issue all Work Authorization Directives under separate cover.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT C

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING AGREEMENT

NOTE: THE OFFEROR SELECTED FOR AWARD WILL BE REQUIRED TO AWARD A COMPETITIVE SUBCONTRACT TO A FINANCIAL INSTITUTION DURING THE TRANSITION PERIOD

(Name of Contractor)
Contract Number DE-AC96-XXXXXXXXX
Department of Energy Account

	entered into this, day of,, between the UNITED
	F AMERICA, represented by the Department of Energy (hereinafter referred to as
'DOE"), an	d, a corporation/legal entity existing under the State of (hereinafter referred to as the Contractor) and the
the laws of	the State of (hereinafter referred to as the Contractor) and the
	, a financial institution corporation existing under the laws of, located at
he State of	, located at
hereinafter	referred to as the "Financial Institution").
	RECITALS
(a)	On the effective date of,, DOE and the Contractor entered into Agreement(s) No, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
(b)	DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000 (See Figure IX-10).
	These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties agreeable to so depositing said amounts with the Financial Institution.
(c)	The Special Bank Account shall be designated [Name of Contractor], [account title]

Account.

SECTION J LIST OF ATTACHMENTS

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that-

- (1) The Government shall have title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor and said title shall be superior to any lien, title, or claim of the Financial Institution with respect to such accounts.
- The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into and withdrawal from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from the said Account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government, may, insofar as the rights, duties and liabilities of the Financial Institution are concerned be considered as having been properly issued and filed with the Financial Institution by DOE.
- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six (6) years after the final payment under the Agreement.
- (4) In the event of the services of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at-

U.S. Department of Energy Project Management Office Planning and Financial Management Division 900 Commerce Road East New Orleans, LA 70123

SECTION J LIST OF ATTACHMENTS

(5) DOE shall authorize funds that shall remain available to the extent obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor, upon presentation for payment, all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible. In addition, it is also agreed that the Financial Institution shall pay interest penalties on positive balances as follows:

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Solicitation No. DE-SOL-0003490 dated TBD. The Financial Institution agrees that per item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof.

(6) The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.

(7)	This Agreeme	ent, with all i	ts provisions	and covenants, s	shall be in effec	ct for a term of
		years, begin	ning on the _	day of	,	_ and ending on
	theday	y of	,	·		

- (8) DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the others parties ninety (90) days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in covenant (11).
- (9) DOE or the Contractor may terminate this Agreement at any time upon thirty (30) days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner which precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event the Agreement referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.

SECTION J LIST OF ATTACHMENTS

(11) In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items. (For compensation by noninterest-bearing time deposit only.)

Within 7 days of the expiration of the Agreement term, an analysis of the special demand deposit account shall be made by DOE to determine whether an insufficient or excessive balance was maintained in the time deposit account to compensate the Financial Institution for service rendered up to the expiration date.

- (a) If the analysis indicates that the Financial Institution has been insufficiently compensated for services rendered up to the expiration of the Agreement, the Contractor shall-
 - 1. Maintain on deposit, during this 90-day period, sufficient Federal funds to reimburse the Financial Institution for prior cumulative loss of earnings, and
 - 2. Maintain on deposit in the time deposit account sufficient Federal funds to compensate the Financial Institution for services rendered.
- (b) If the analysis indicates that the Financial Institution has been overcompensated for services rendered up to the expiration of the Agreement, DOE shall close out the time deposit account and secure from the Financial Institution a payment in an amount equal to the cumulative excess compensation less compensation for estimated services to be rendered during the 90-day period.
- (c) If cumulative excess compensation is not sufficient to compensate the Financial Institution for services rendered during the 90-day period, adjustments shall be made to the time deposit account to compensate the Financial Institution for the difference between the cost of services rendered during the 90-day period and the cumulative excess compensation.

This Agreement shall continue in effect for the 90-day additional period, with the exception of the following:

- 1. Term Agreement (Covenant 7)
- 2. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications," "Schedule of Financial Institution Processing Charges," and "Calculation of Time Account Balance Required." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled, "Financial Institution's Information on the Payments Cleared Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties pages, to be executed as of the		e caused this Agreement, which consists of
pages, to be executed as of the		
Date Signed	By:	(Typed Name of Contracting Officer)
WITNESS		(Signature of Contracting Officer)
(Typed Name of Witness)		(Typed Name of Contractor)
	By:	
(Signature of Witness)		(Name of Contractor's Representative)
Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.		(Signature of Contractor's Representative)
		(Title)
		(Address)
		(Date Signed)
(Name of Witness)		(Name of Financial Institution)
	By:	
		(Name of Financial Institution Representative)
(Signature of Witness)		(Signature of Financial Institution Representative)
Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.		
		(Title)
		(Address)
		(Date Signed)

SECTION J LIST OF ATTACHMENTS

NOTE

The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE	
I,, certify that I am the corporation named as Contractor herein; that	of
corporation named as Contractor herein; that	, who signed this
Agreement on behalf of the Contractor, was then and that said Agreement was duly signed for in behalf of said corpora	of said corporation;
and that said Agreement was duly signed for in behalf of said corpora governing body and is within the scope of its corporate powers.	tion by authority of its
(Corporate Seal) (Signature)	
NOTE	
Financial Institution, if a corporation, shall cause the following Certificorporate seal, provided that the same officer shall not execute both the Certificate.	
CERTIFICATE	
I,, certify that I am the corporation named as Financial Institution herein; that	of
corporation named as Financial Institution herein; that	, who signed
this Agreement on behalf of the Financial Institution, was then	of
said corporation; and that said Agreement was duly signed for in beha	
authority of its governing body and is within the scope of its corporate	e powers.
(Corporate Seal) (Signature)	

SECTION J LIST OF ATTACHMENTS

CERTIFICATE

I,, certify that I am the of corporation named as Contractor herein; that, who signed this Spec	
•	ial
Bank Account Agreement on behalf of the Contractor, was then	
of said corporation; and that said Special Bank Account Agreement was duly signed for in behalf said corporation by authority of its governing body and is within the scope of its corporate powers	
(Corporate Seal) (Signature)	
CERTIFICATE	
I, of the	
I,, certify that I am the of the corporation named as Financial Institution herein; that, who signed	
this Agreement on behalf of the Financial Institution, was then	
said Bank; and that said Special Bank Account Agreement was duly signed for in behalf of said	
Bank by authority of its governing body and is within the scope of its corporate powers.	
(Corporate Seal) (Signature)	

SECTION J LIST OF ATTACHMENTS

ATTACHMENT D - SMALL BUSINESS SUBCONTRACTING PLAN

The Offeror's Small Business Subcontracting Plan will be placed here. Instructions for preparation of the plan are found in Section L, Attachment C.

Annual Plans for future fiscal years will be incorporated in the contract by modification.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT E - SERVICE CONTRACT ACT (SCA) WAGE DETERMINATIONS

The SCA Wage Determinations applicable to the current Management and Operating contract for the period April 1, 2012 through March 31, 2013 are:

State(s)	Wage Determination No.
Louisiana: (Jefferson Parish)	2005-2233 Revision No. 14 (06/13/11)
Louisiana: [Iberville Parish (Bayou Choctaw site)]	2005-2231 Revision No. 12 (06/13/11)
Louisiana/Texas: [Cameron Parish, LA (West	2005-2505 Revision No. 13 (06/13/11)
Hackberry site) and Jefferson County, TX	
(Big Hill site)]	
Mississippi: (Hancock County)	2005-2301 Revision No. 11 (06/13/11)
Texas: [Brazoria County (Bryan Mound)]	2005-2515 Revision No. 13 (06/13/11)

These Wage Determinations are available at: FedWorld Service Contract Act Online Homepage.

Wage Determinations are incorporated annually by bi-lateral contract modification.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT F - LIST OF APPLICABLE DOE/SPRPMO DIRECTIVES

Documents are available at:

DOE Directives at: https://www.directives.doe.gov.

 $SPRPMO\ Directives\ are\ available\ in\ the\ additional\ documents\ section\ of\ the\ M\&O\ Contract\ Recompetition\ Reading\ Room\ at:$

http://www.spr.doe.gov/readingroom/rr_files.html.

<u>DOE/SPRPMO</u> DIRECTIVES	Date	Title
DOE O 130.1	09/29/95	Budget Formulation Process
DOE O 142.3A	10/14/10	Unclassified Foreign Visits and Assignments
DOE O 150.1	05/08/08	Continuity Program
DOE O 151.1C	11/02/05	Comprehensive Emergency Management System
DOE O 200.1A	12/23/08	Information Management Program
DOE O 205.1B	05/16/11	Department of Energy Cyber Security Program
DOE O 206.1	01/16/09	Department of Energy Privacy Program
DOE O 210.2A	04/08/11	DOE Corporate Operating Experience Program
DOE O 221.1A	04/19/08	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	02/25/08	Cooperation with the Office of Inspector General
DOE O 225.1B	03/04/11	Accident Investigations
DOE O 226.1B	04/25/11	Implementation of DOE Oversight Policy
DOE O 227.1	08/30/11	Independent Oversight Program
DOE O 231.1B	06/27/11	Environment, Safety and Health Reporting
DOE O 232.2	08/30/11	Occurrence Reporting and Processing of Operations Information
DOE O 243.1A	11/07/11	Records Management Program
DOE O 243.2	02/02/06	Vital Records
DOE O 251.1A	01/30/98	Directives System
DOE O 252.1A	02/23/11	Technical Standards

DOE O 350.1	09/30/96	Contractor Human Resource Management Programs
	05/08/98	Contractor Human Resource Management Programs
Change 001	11/22/09	
Change 002		
Change 003	02/23/10	W. 1 A d d d d G
DOE O 412.1	04/20/99	Work Authorization System
DOE O 413.1B	10/28/08	Internal Control Program
DOE O 413.3B	11/29/10	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D	04/25/11	Quality Assurance
DOE O 420.1B	12/22/05	Facility Safety
Change 1	04/19/10	
DOE O 422.1	06/29/10	Conduct of Operations
DOE O 430.1B	09/24/03	Real Property Asset Management
Change 1	02/08/08	
Change 2	04/25/11	
DOE O 436.1	05/02/11	Departmental Sustainability
DOE O 440.2C	06/15/11	Aviation Management and Safety
Admin Change 1	06/22/11	
DOE O 442.1A	06/06/01	Employee Concerns Program
DOE O 442.2	07/29/11	Differing Professional Opinions for Technical Issues Involving Environment, Safety
		and Health
DOE O 460.1C	05/14/10	Packaging and Transportation Safety
DOE O 460.2A	12/22/04	Departmental Materials Transportation and Packaging Management
DOE O 470.3B	08/12/08	Graded Security Protection Plan
DOE O 470.4B	07/21/11	Safeguards and Security Program
DOE O 471.1B	03/01/10	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	04/09/03	Identifying and Protecting Official Use Only Information
Admin Chg 1	01/13/11	
DOE O 475.1	12/10/04	Counterintelligence Program
DOE O 471.6	06/20/11	Information Security
DOE O 475.2A	02/01/11	Identifying Classified Information

DOE O 534.1B	01/06/03	Accounting
DOE O 544.1	10/12/04	Priorities and Allocations Program
DOE O 551.1D	04/02/12	Official Foreign Travel
DOE O 580.1A	03/30/12	Department of Energy Personal Property Management Program
DOE O 2340.1C	06/08/92	Coordination of General Accounting Office Activities
DOE 5639.8A	07/23/93	Security of Foreign Intelligence Information and Sensitive Compartmented
		Information Facilities
DOE 5670.1A	01/15/92	Management and Control of Foreign Intelligence
DOE M 205.1-3	04/17/06	Telecommunications Security Manual
DOE M 251.1-1A	01/30/98	Directives System Manual
DOE M 440.1-1A	01/09/06	DOE Explosives Manual
DOE M 441.1-1	03/07/08	Nuclear Material Packaging Manual
DOE M 450.4-1	11/01/06	Integrated Safety Management System Manual
DOE M 470.4-2A	07/23/09	Physical Protection
DOE M 470.4-3A	11/05/08	Contractor Protective Force
DOE M 470.4-4A Section D	01/16/09	Technical Surveillance Countermeasures
DOE M 470.4-5	08/26/05	Personnel Security
DOE M 470.4-6	08/26/05	Nuclear Material Control and Accountability
DOE M 470.4-7	08/26/05	Safeguards and Security Program References
DOE M 471.3-1	04/09/03	Manual for Identifying and Protecting Official Use Only Information
Admin Chg 1	01/13/11	
DOE M 475.1-1B	08/28/07	Manual for Identifying Classified Information
DOE N 206.4	06/29/07	Personal Identity Verification
SPRPMO O 130.1B	03/14/05	Management and Operating Contractor's Annual Operating Plan Formulation and
Change 1		Execution
SPRPMO O 151.2B	06/06/06	Drawdown Readiness Program
SPRPMO O 200.2A	08/29/06	Information Management Council and Information Systems Planning Committee
SPRPMO O 200.3	07/12/07	Information Technology Guidance Implementation Process

SPRPMO O 206.4	09/01/10	Background Checks and Badging
SPRPMO O 210.1A	09/22/06	Milestone Control
SPRPMO O 220.1C	10/04/06	On-Site Management Appraisals
SPRPMO O 220.2D	07/15/09	Observation Reports
SPRPMO O 226.1A	01/31/12	Implementation of DOE Oversight Policy
SPRPMO O 231.1A	03/22/07	Occurrence Reporting and Processing System
Change 1	11/26/08	
Change 2	03/23/11	
SPRPMO O 413.3	12/22/10	Crude Oil Quality and Test Criteria
SPRPMO O 414.1C	11/02/11	Quality Assurance
SPRPMO O 416.1	08/10/10	SPRPMO Petroleum Accountability
SPRPMO O 420.1C	12/05/11	Conduct of Operations Requirements for SPR Facilities
SPRPMO O 430.1B	12/14/07	SPRPMO Reliability, Availability and Maintainability Program
Change 1	12/23/08	
SPRPMO O 431.1A	07/25/11	SPR Design Criteria
SPRPMO O 432.1B	05/13/09	SPR Facilities/Equipment Turnover and Startup Procedure
SPRPMO O 433.1B Chg 1	12/20/11	Maintenance Management Program
SPRPMO O 434.1C	03/12/08	Recovery Program
SPRPMO O 440.2B	02/27/08	Aviation Implementation Plan
SPRPMO O 440.4	08/16/07	Policy on Preventing Violence in the Workplace
SPRPMO O 451.1D	12/22/10	SPRPMO National Environmental Policy Act (NEPA) Implementation Plan
SPRPMO O 471.4	06/30/04	Reporting Incidents of Security Concern
SPRPMO O 534.1A	03/27/06	Financial Accounting for the SPR Crude Oil Inventory
SPRPMO M 243.1-1C	04/10/06	Records Disposition Manual
SPRPMO M 410.1-1A	11/10/03	Configuration Management Program Manual
Change 1	08/30/06	
SPRPMO M 442.1-1A	06/04/02	Employee Concerns Manual
Change 1	08/25/04	
SPRPMO M 470.4-1	07/13/07	SPRPMO Security Manual

SPRPMO N 450.1	12/02/11	Implementation of ES&H Contractor Requirements Documents
SPRPMO N 450.5B	02/01/12	SPR Environment, Security, Safety, Health, and Emergency Preparedness Goals, FY
Change 1		2012

SECTION J LIST OF ATTACHMENTS

ATTACHMENT G - KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

(This Attachment will be completed at time of award.)

<u>Title</u>	<u>Name</u>

SECTION J LIST OF ATTACHMENTS

ATTACHMENT H DOE FORM 1332.1, REPORTING REQUIREMENTS CHECKLIST

The Reporting Requirements Checklist and specific guidance will be provided to the successful Offeror during the transition period.

DOE F 1332.1 (11-84)

U.S. DEPARTMENT OF ENERGY REPORTING REQUIREMENTS CHECKLIST

FORM APPROVED OMB NO. 1990-1401

1.	PROGRAM/PROJECT TITLE Management and Operation (M&O)		2.	IDENTIFICATION NUMBER TBD		
3.	Strategic Petroleum Reserve PARTICIPANT NAME AND ADDRESS					
4.	TBD PLANNING AND REPORTING REQUIREMENT	TS				
A.	General Management	Frequency	E.	Financial Incentives Frequency		
	☐ Management Plan☐ Status Report☐ Summary Report			☐ Statement of Income and Expense ☐ Balance Sheet		
В.	Schedule/Labor/Cost			☐ Cash Flow Statement ☐ Statement of Changes in Financial Position		
	 Milestone Schedule/Plan Labor Plan Facilities Capital Cost of Money Factors Computation Contract Facilities Capital and Cost of Money Cost Plan Milestone Schedule/Status Labor Management Report Cost Management Report 		F.	 Loan Drawdown Report Operating Budget Supplementary Information Technical Notice of Energy RD&D Project (Required with any of the following) □ Technical Progress Report 		
C.	Exception Reports			☐ Draft for Review ☐ Final for Approval		
	☐ Conference Record ☐ Hot Line Report					
D.	Performance Measurement			☐ Topical Report ☐ Final Technical Report		
	 ☐ Management Control System Description ☐ WBS Dictionary 			☐ Draft for Review ☐ Final for Approval		
	☐ Index ☐ Element Definition			☐ Software ☐ Other (Specify) As Needed		
	☐ Cost Performance Reports			Cuter (Opecity) As Needed		
	Format 1 – WBS Lev. 4 Format 2 - Function Format 3 – Baseline					
5.	FREQUENCY CODES A – As Required C – Change to Contractual Agreement F – Final (end of effort) M – Monthly O – Once After Award Q – Quarterly		L	S – Semi-Annually X – With Proposal/Bid/Application or with Significant Changes Y – Yearly or Upon Renewal of Contractual Agreement		
6.	SPECIAL INSTRUCTIONS (ATTACHMENTS)					
	☐ Report Distribution List/Addressees☐ Reporting Elements☐ Due Dates			☐ Analysis Thresholds☐ Work Breakdown Structure☐ Other		
7.	PREPARED BY (SIGNATURE AND DATE)		8.	REVIEWED BY (SIGNATURE AND DATE)		

SECTION J LIST OF ATTACHMENTS

ATTACHMENT I – PERFORMANCE GUARANTEE AGREEMENT

The selected Offeror's Performance Guarantee Agreement will be placed here in the contract. The Performance Agreement is required by Section L clause entitled "Requirement for Guarantee of Performance," Instructions for preparation of the agreement are found in Section L, Attachment A.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT J – PERFORMANCE EVALUATION AND MEASUREMENT PLAN

The Contracting Officer will issue the Performance Evaluation and Measurement Plan annually under separate cover.